

MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 6th day of March, 2019 between REAVES LAW FIRM, PLLC and TIGER SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of Tennessee ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of Memphis ("University").
- B. Sponsor wishes to further its exposure of its products and/or services through its association with University and by sponsoring University athletics.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (the "Parties") agree as follows:

1. **Term of Agreement.** This Agreement shall cover the following athletic year(s) which are measured from July 1, 2019 to June 30, 2024 (the "Term"); This sponsorship between Reaves Law Firm, PLLC and Tiger Sports Properties will be for a five-year term starting on July 1, 2019 through June 30, 2024. Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this nature shall survive termination including Sponsor's payment obligations to Provider under Paragraph 3 below. The Reaves Law Firm will no longer own any of the IP associated with Coach Hardaway (social media videos, imagery, commercials, etc.) if they aren't fulfilling their contractual obligations and/or are no longer in a contractual agreement with Tiger Sports Properties.
2. **Sponsorship Benefits.** During the Term, provided that Sponsor fulfills all of its payment obligations to Provider, Sponsor will receive the benefits described on Exhibit A attached to this Agreement and made a part hereof (the "Benefits").
3. **Conditional Language.** This agreement is contingent on Penny Hardaway's (Penny) continued employment as head coach for the University of Memphis (University) basketball program. If at any time Penny separates from the University as head coach or becomes unmarketable, this agreement becomes void and releases both parties from their obligations under the agreement. Separation is defined as any act or inaction which prevents Penny from fulfilling the normal task and expectations of a head coach to include, being fired by the University; leaving to coach at another school; or becoming incapacitated for 6 continuous months. This is not an all-inclusive list. Unmarketable, is defined as any event which becomes public knowledge and has the impact of substantially reducing the benefits of associating with the University having Penny Hardaway as Head Coach.
4. **Assets Clause (filming/access, etc.).** The Reaves Law Firm will be the only personal injury law firm advertised or associated with Penny during the term of the agreement. Penny will not advertise or solicit for any personal injury law firms other than the Reaves Law Firm. This exclusion will extend to any Reaves Law Firm competitors which are known to closely associate or partner with personal injury law firms. An example of competitors includes physical therapy clinics, doctors, nurse practitioners or nurses which derive 50 percent or more of their business from personal injury law firms. Any current advertisement obligations Penny has with Reaves Law Firm Competitors (ex. Health Team) will cease after the end of March 2019. All IP, imagery, videos, etc. will no longer be promoted by the competitors using Penny's likeness after this time. If competitors continue to use Penny's likeness after March 2019, Tiger Sports Properties will not be in breach of this agreement if it takes all of the following actions:
 - a. Within 15 days after March 31, 2019, if any competitor continues to utilize Coach Penny's likeness in any advertising medium, Tiger Sports Properties will deliver a cease and desist notice to the applicable competitor to stop the activity.
 - b. If the applicable competitor does not reply and stop utilizing Coach Penny's likeness within 10 days of receipt of the notice, Tiger Sports Properties will take all necessary legal actions to stop the offending activity to include the following actions:
 - i. Obtain a cease and desist order;
 - ii. File a complaint with the applicable court to obtain a permanent injunction requesting that the offending activity be permanently stopped; and,
 - iii. See the litigation through completion to a final injunction. (unless the competitor agrees to stop the offending behavior prior to the end of trial)
 - c. This agreement will not be considered void if Tiger Sports Properties takes the steps described in part a. and b. above.
5. **Access to Coach.** The Reaves Law Firm will be entitled access to Penny for filming an organic messaging campaign to be used in all commercially available media mediums. During each basketball off-season, the Firm will have 1 hour to film television commercials and take photos with Penny and 30 minutes to film a social media Q&A between Coach Penny and Attorney Reaves. The timing of access will be based around Penny's schedule; however, no more than one athletic year will

pass between off season filming sessions with Coach Penny. Additionally, Reaves Law Firm will have rights to reach out to Coach periodically during the off-season to film updates; however, there is no guarantee to additional time outside of the initial filming each season.

6. Payment Obligations of Sponsor. In consideration of the Benefits to be provided to Sponsor by Provider, Sponsor will pay Provider the amounts set forth below at the times set forth below:

2019-20 - (11) Total Payments Paid as Follows: \$25,000 paid by May 1st 2019 and remaining 10 payments of \$4,700/month (July 2019 - April 2020) - Total: \$72,000

2020-21 - (10) Total Payments Paid as Follows: \$7,300 / month (July 2020 - April 2021) - Total: \$73,000

2021-22 - (10) Total Payments Paid as Follows: \$7,400 / month (July 2021 - April 2022) - Total: \$74,000

2022-23 - (10) Total Payments Paid as Follows: \$7,500 / month (July 2022 - April 2023) - Total: \$75,000

2024-25 - (10) Total Payments Paid as Follows: \$7,600 / month (July 2023 - April 2024) - Total: \$76,000

Please make all checks payable to Tiger Sports Properties, L.L.C. All late payments are subject to a late payment fee of 2% per month (24% APR) or the highest rate allowed by law together with all costs and expenses of collection including attorneys' fees.

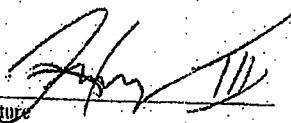
7. Post-Season Radio Billing. If any of the Benefits described on Exhibit A include radio broadcasting sponsorships, then the Benefits relating to such sponsorships shall only include twelve (12) regular season football broadcasts and twenty-nine (29) men's basketball broadcasts. If Provider's network broadcasts additional games (beyond 29 for men's basketball), Reaves Law Firm will have the option of continuing for those games at a rate of \$300/game outlined in Exhibit A. Additional games/broadcasts will be invoiced at the conclusion of the football season. ****TSP will contact Reaves Law Firm, PLLC for approval prior to billing post-season****
8. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). If any Force Majeure condition affects Provider's ability to perform its obligations set forth hereunder, Provider shall give written notice to Sponsor, and Provider will offer mutually agreeable make-good benefits to Sponsor in direct and fair proportion to the benefits not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits shall be subject to Sponsor's approval which approval will not be unreasonably withheld or delayed. Until such time as the Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above.
9. University Marks. To the extent that any of the Sponsor's Benefits described in Exhibit A hereto include the right to make use of University's athletic logos or trademarks ("School Marks"), Sponsor agrees that its use of School Marks is non-exclusive, limited and non-transferable and must be approved by the Provider and/or the University prior to its use. Sponsor further agrees that it may not make use of School Marks in any retail promotion or sale of a product without the approval of the University or its authorized agent and the payment of any required license fee. All right, title and interest in and to the School Marks is and shall remain the sole and exclusive property of Provider.
10. Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability (including, without limitation, reasonable attorney's fees, costs and expenses) resulting from or related to any claim, complaint and/or judgment for any negligent act or acts of intentional misconduct or any breach of this Agreement.
11. Miscellaneous. Sponsor and Provider will comply with all federal, state and local laws as well as all Conference rules to which the University belongs and NCAA rules and regulations in connection with their respective performance under this Agreement. To that end, Sponsor shall not make use of any student-athlete's name or likeness (as defined by the NCAA) without advance written approval of University's compliance officer. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt); (b) sent by facsimile (with written confirmation of receipt) with a copy mailed by certified mail, return receipt requested; (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. Sponsor shall not have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of Provider. In the event that either Party shall cease conducting business in the normal course, become insolvent, admit in writing its inability to meet its debts as they mature, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then at the option of the other Party, this Agreement shall terminate immediately and be of no further force and effect. This Agreement constitutes and contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or agreements with respect thereto. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Sponsor and Provider are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the


other Party. This Agreement may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document. Sponsor represents and warrants that the person whose signature appears below for Sponsor is duly authorized to execute this Agreement and legally bind Sponsor under this Agreement. This Agreement shall not be binding upon Provider until and unless it is executed by Provider's General Manager irrespective of whether Provider's Account Executive has signed the Agreement.

ACCEPTED AND AGREED AS OF THE ABOVE DATE:

REAVES LAW FIRM, PLLC
Henry Reaves
4466 Elvis Presley Blvd.
Suite 310
Memphis, TN 38116
(901) 451-8833
henry.reaves@beyourvoice.com

TIGER SPORTS PROPERTIES, LLC
Mr. Greg Gaston
570 Normal St.
Memphis, TN 38152
901-323-6618
ggaston@learfield.com

By: 
Signature
By: Henry Reaves
Print

By: 
Signature
By: Greg Gaston
Print of Greg Gaston


By: 
Signature of General Manager
By: _____
Print of Todd Kucinski



EXHIBIT A

**MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
REAVES LAW FIRM
AND
TIGER SPORTS PROPERTIES, LLC**

BENEFITS

Memphis Tiger Sponsorship Includes:

Head Men's Basketball Coach Access

- Rights to film an organic messaging campaign (social media, tv, billboards, etc.) with Head Men's Basketball Coach

Logo Rights

- Exclusive Personal Injury Attorney within assets of agreement
- Rights to all University of Memphis logos in promotional materials
- "Proud Partner of the Memphis Tigers"
- All usage of logo must be approved prior to distribution by TSP and University of Memphis

Men's Basketball Elements (provided for each home game)

- Lower Level LED Board (guarantee of 2 minutes per game)
- Opening and Closing Billboards - Coach Penny Hardaway TV Show
- (1) :30 TV Spot - Coach Penny Hardaway TV Show
- (1) Full Page Program Ad
- (1) :30 Radio Spot
- (1) :10 Live Radio Read
- (2) Season Tickets

Additional Elements

- Two (2) Spots in the Annual TSP Golf Classic @ TPC Southwind
- Two (2) Spots in the Annual TSP Bowling Event @ Billy Hardwick's
- Invitations to B2B Networking Events

Scholarship Endowment

- "In Memory of Dez Merriweather"
 - Press Release
 - Preference Student Athlete/Sport
 - Athletic Committee will determine selection of recipient

Fly-Away Trip with Men's Basketball (one trip per 5 years)

- Roundtrip Charter Flight for Two (2)
- Hotel for Two (2)
- Game Tickets for Two (2)